

# PLAN MANAGEMENT SERVICE AGREEMENT

Email: [pm@planguard.com.au](mailto:pm@planguard.com.au)



## PARTIES

This Service Agreement is for a participant in the National Disability Insurance Scheme (Participant),

\_\_\_\_\_ (Full Name)

And: Plan Guard Plan Managers (Plan Guard)

Plan Guard is a registered provider of supports under the National Disability Insurance Scheme (NDIS). Plan Guard is an intermediary service that will help you manage your NDIS budget and its outcomes.

**This agreement will commence from the date it is signed and will operate for the duration of time Plan Guard provide plan management services to you, Participant will become active client of Plan Guard until we are notified in writing otherwise by the participant / nominated representative including Guardian or Plan Nominee. This may include providing plan management services for multiple years, after a NDIS plan review, plan extension or plan roll-over.**

## THE NATIONAL DISABILITY INSURANCE SCHEME (NDIS) AND THIS SERVICE AGREEMENT

This Service Agreement is made for the purpose of providing plan management and financial intermediary services under the participant's NDIS Plan.

The participant or their representative and Plan Guard agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

- support the independence and social and economic participation of people with disability, and
- enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

## OUR RESPONSIBILITIES

**We will:**

- Provide you with financial intermediary services.
- Be available to answer any relevant questions related to your NDIS budgets.
- Pay service provider invoices on your behalf.
- Process your reimbursement claims.
- Reconcile your NDIS plan balances.
- Provide you with an opportunity to approve invoices or confirm invoice approval process that you prefer prior to payment by us.
- Provide you access to the participant portal/app (whichever is available and applicable, and if you choose to opt for) where you can track your expenditure against your NDIS plan budget, view funding in real time and view all the invoices.
- Provide you/your nominated representative with monthly statements of invoices paid and expenditure.
- Consult with you regarding how your funds are spent and if you need any support.
- Assist you to track your progress to your set goals.
- Keep accurate records on the supports provided to you.
- Assist you with purchases where appropriate.
- Assist you with provider service agreements.

# PLAN MANAGEMENT SERVICE AGREEMENT

Email: [pm@planguard.com.au](mailto:pm@planguard.com.au)



- Troubleshoot for you.
- Communicate openly and honestly in a timely manner and connect with you via emails and phone calls.
- Offer a plan management service that maximises your choice and control
- Provide you with access to support and coaching to help you maximise your NDIS plan.
- Treat you, your family and friends and any nominated representative with courtesy and respect.
- Seek and listen to your feedback and resolve problems in a timely manner.
- Provide you with the information on our Feedback and Complaints policy.
- Protect and maintain your privacy and confidentiality in accordance with our Privacy Policy.

## YOUR RESPONSIBILITIES

As the Participant / Nominated representative, you agree to:

- Inform us that you are eligible, at least 18 years old, have the right, authority, and capacity to enter into this service agreement.
- Inform us how you wish our supports to be delivered to meet your goals and needs.
- Treat our employees with courtesy and respect.
- Abide by the terms of this agreement and any relevant policies and rights and responsibilities of this agreement.
- Provide us with accurate and necessary personal details for us to provide you plan management services. (Including your NDIS plan details, date of birth and NDIS number)
- Provide us with all necessary information to ensure your needs are understood, so we can provide you the most appropriate and effective service.
- Plan Guard discussing your NDIS plan with NDIA and/or its delegates including Local Area Coordinators or Support Coordinators
- Plan Guard discussing your NDIS plan and budgets with your Support Providers and discussing about their services that are delivered or will be delivered to you.
- Plan Guard to collect your personal information that are required to provide you with plan management services. This information is stored and shared in secure cloud based or other types of networked or electronic storage / systems managed by third parties. To facilitate the running of plan management services provided to you, those cloud based or other types of networked or electronic storage/ systems will be accessed by people within and outside Australia
- Be responsible for keeping all appointments with providers and is responsible for paying any cancellation fees.
- Inform us if you have any concerns about our plan management services provided to you or if you have any concerns around invoices from your Support Providers.
- Inform us if your circumstances change regarding your Nominated Representative or Support Coordinator.
- Plan Guard not being involved or having any liability for charges above the unit price as prescribed in the relevant NDIS price guide.
- Not be discriminating, unlawful, rude, defamatory, harmful, threatening, indecent, harassing, abusive, aggressive, intimidating, or offensive.
- Inform Plan Guard of any conflicts of interest and do their best to avoid conflicts of interest including with family members.
- To take responsibility and pay the provider directly if there is any 'gap' difference between the invoiced item amount and the NDIS unit price for supports purchased.
- Give us the required notice if the Participant needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information), and
- Let the us know immediately if your NDIS plan is suspended or replaced by a new NDIS plan or you stop being a participant in the NDIS.

# PLAN MANAGEMENT SERVICE AGREEMENT

Email: [pm@planguard.com.au](mailto:pm@planguard.com.au)



## CONFLICT OF INTEREST

Plan Guard recognise that conflicts of interest may occur when providing our services to a Participant under this agreement and when we, or a participant or their nominated representative, is using our any other services. We want to ensure that a Participant / nominated representative are aware and are provided with the knowledge and information to make informed choices and decisions. This includes ensuring that the Participant can choose services offered by any other providers.

## PLAN GUARD PAYMENT

Plan Guard will seek payment directly from the NDIA a set-up fee (where applicable) and monthly fee for the provision of our services as per the NDIS price guide. If NDIA amend any rates associated with our services, we will automatically update our fees in accordance with the NDIS price guide. No action will be required by you.

## CHANGES TO THIS SERVICE AGREEMENT

If changes to this Service Agreement are required, the Participant and Plan Guard agree that any changes will be made in writing, signed, and dated by both the Participant / Nominated Representative and Plan Guard. (If written notice cannot be provided by the Participant / Nominated Representative, then verbal notice can be provided.)

## ENDING THIS SERVICE AGREEMENT

Should either party wish to end this Service Agreement they must give 30 days' notice in writing or by phone (if written notice cannot be provided by the Participant or Nominated Representative. If either party seriously breaches this Service Agreement the requirement of notice period for termination will be waived.

## GOODS AND SERVICES TAX (GST).

For the purposes of GST legislation, we confirm that:

- a supply of services under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the *National Disability Insurance Scheme Act 2013 (NDIS Act)*, in the participant's NDIS plan currently in effect under section 37 of the NDIS Act;
- Plan Guard will pay GST as specified in the NDIS Act.

## FEEDBACK, COMPLAINTS AND DISPUTES

If the participant or their nominated representative wishes to give us feedback, or make a complaint, they can contact us via:

Call: 0480193479 or Email: [admin@planguard.com.au](mailto:admin@planguard.com.au)

We will investigate the complaint and provide you with an email response as soon as we can and If the participant or their representative is not satisfied with our response, or do not wish to speak with us, you can contact the NDIS Quality and Safeguarding Commission on 1800035544, or visit one of NDIS offices or further information is available at [www.ndis.gov.au](http://www.ndis.gov.au)

## CONSENT – PERSONAL INFORMATION AND THIRD PARTIES

Personal information includes your name, address, contact details, age, date of birth, health information and other information such as your provider and supports background. In signing this agreement, you consent to us:

*Collecting personal information about you for the primary purpose of providing Plan Guard services, including collecting such information from third parties where it is unreasonable or impracticable for us to collect it from you.*

*Using and disclosing your personal information for the following purposes.*

# PLAN MANAGEMENT SERVICE AGREEMENT

Email: [pm@planguard.com.au](mailto:pm@planguard.com.au)



- Plan Guard services provided to you.
- Administration and operations such as accounting, risk management, record keeping, statistical analysis, planning systems development, testing, staff training and assessing and monitoring the use and performance via internal and external audits.
- Other purposes as may be permitted or required under the NDIS Practise Standards.
- Your personal information may be required by our employees, related bodies corporate, agents, contractors, service providers, health providers, financial institutions payment system operators, persons acting on your behalf, regulatory bodies, law enforcement agencies and government agencies.
- Your personal information will be stored on our secure cloud-based CRM (Client Management System) as outlined above in 'Your Responsibilities'
- The collection and use of your personal information are in accordance with our Privacy Policy which you can request at any time by contacting us.
- In the provision of plan management services, may use third parties, external business, and a range of NDIS registered and unregistered providers and may have to disclose your personal information. These third parties may have separate service agreements and terms and conditions. These are governed by the third party and not the responsibility of Plan Guard.
- You understand that in the provision of plan management services, you may be exposed to these third parties. It is your responsibility to accept services and Terms and Conditions of these third parties.
- We do not accept any responsibility for the actions of third parties to the maximum extent permitted under applicable law

## TERMS AND CONDITIONS

Any advice provided by Plan Guard outside of the scope of plan management and financial intermediary services and this service agreement shall be considered general in nature.

Plan Guard will not be liable for any failure of, or delay in the performance of this Service Agreement for the period that such failure or delay is: beyond the control of a party; materially affects the performance of any of Plan Guard obligations under this Service Agreement; and could not reasonably have been foreseen or provided for (such as Government Acts prohibiting or impeding any party from performing its respective obligations under the Service Agreement).

Nothing in the Plan Guard Service Agreement negates or diminishes the statutory guarantees regarding the supply of services the Participant/nominated representative receives under Australian Consumer Law (Competition and Consumer Act 2010, Schedule 2).

Plan Guard takes in good faith the information provided by the Participant / Nominated representative to be true and accurate, and that any claims presented to Plan Guard are a true reflection of goods and services provided to the Participant in line with NDIS guidelines (National Disability Insurance Scheme Act 2013).

Providers are responsible for the quality and actual service provision and activities as well as their own safety whilst providing services to you. They will have their own ABN and are responsible for their business activity as a business entity. Providers engage directly with you in relation to the provision of goods and services and send your invoice to Plan Guard as your plan manager to arrange payment with the NDIS.

Plan Guard aggregate liability under or in connection with this Service Agreement (whether in contract, negligence, for breach of statutory duty or otherwise) will not exceed the amount of fees paid for Plan Management services in the previous 12 months.

# PLAN MANAGEMENT SERVICE AGREEMENT

Email: [pm@planguard.com.au](mailto:pm@planguard.com.au)



<b>PARTICIPANT INFORMATION</b>		
Participant's Full Name:		
Participant's Address:		
Date of Birth:		
NDIS Number:		
Plan start & end dates:	<b>Start:</b>	<b>End:</b>
Name of Plan Nominee or Authorised Representative (where applicable):		
Phone / Mobile:		
Email for PM Portal Access and Monthly Statements:		
Would you like to approve Invoices prior to us submitting them to NDIA?	YES	NO
If Yes, please provide the email Address to send Invoices for Approval:		
Support Coordinator's details including phone and email (where applicable):		
Do you give Consent for your Support Coordinator to Access PM Portal and Monthly Statements?	YES	NO
<p>NDIS Registered providers are required to be audited against the NDIS practice standards as part of the NDIS Quality and Safeguarding Framework. Clients of Plan Guard are automatically enrolled in the audit processes and may be contacted by the (Plan Guard) audit team for interviews and/or have their files reviewed to ensure Plan Guard and our services are complaint. If you do not wish to participate in the audit you can opt out of the process by ticking the box below:</p> <p><input type="checkbox"/> I do not wish to participate in the audit process.</p>		

# PLAN MANAGEMENT SERVICE AGREEMENT

Email: [pm@planguard.com.au](mailto:pm@planguard.com.au)



## AGREEMENT CONFIRMATION

I have read and understood Plan Guard Service Agreement.

\_\_\_\_\_  
Signature of participant or representative

\_\_\_\_\_  
Signature of Plan Guard representative

\_\_\_\_\_  
Name of participant or representative

\_\_\_\_\_  
Name of Plan Guard representative

Today's Date: